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U.S. DISTRICT COURT
NORTHERN DIST. OF TX
FT. WORTH DIVISION

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

TAMMY EATON,
Plaintiff,

v.

MIDLAND CREDIT MANAGEMENT,
INC., MIDLAND FUNDING, LLC.
CITIFINANCIAL, INC., EXPERIAN
INFORMATION SOLUTIONS, INC.,
EQUIFAX INFORMATION SERVICES,
LLC, AND TRANS UNION, LLC
Defendants.

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CASE NO. 4:13-CV-00385-A

**DEFENDANT TRANS UNION LLC'S ANSWER AND
DEFENSES TO PLAINTIFF'S COMPLAINT AND JURY DEMAND**

COMES NOW Trans Union LLC ("Trans Union"), one of the defendants herein, and files its Answer and Defenses to the Complaint and Jury Demand ("Complaint") filed by Tammy Eaton ("Plaintiff"). The paragraph numbers below correspond to the paragraph numbers contained in the Plaintiff's Complaint to the extent possible.

JURISDICTION

1. Trans Union admits that jurisdiction is appropriate.
2. Trans Union admits that jurisdiction is appropriate.
3. Trans Union admits that Plaintiff has asserted claims against various defendants alleging violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq ("FDCPA"), Fair Credit Reporting Act 15 U.S.C. § 1681 et seq ("FCRA"), the Texas Finance Code and the Texas Business & Commercial Code. Trans Union denies that it violated any of the laws relied on by Plaintiff and denies the remainder of the allegations contained in Paragraph 3 of the Complaint.

VENUE

4. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint and, therefore, denies same. Trans Union reserves the right to seek transfer of this matter.

5. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 5, and therefore, denies the same.

PARTIES

6. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 6, and therefore, denies the same.

7. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 7, and therefore, denies the same.

8. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 8, and therefore, denies the same.

9. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 9, and therefore, denies the same.

10. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 10, and therefore, denies the same.

11. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 11, and therefore, denies the same.

12. Trans Union admits that it is a foreign corporation authorized to do business within the State of Texas. Trans Union further admits that it maintains a registered agent in Texas. To the extent not specifically admitted, Trans Union denies the remaining allegations contained in Paragraph 12 of Plaintiff's Complaint.

13. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 13, and therefore, denies the same.

14. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 14, and therefore, denies the same.

15. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 15, and therefore, denies the same.

16. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 16, and therefore, denies the same.

17. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 17, and therefore, denies the same.

18. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 18, and therefore, denies the same.

19. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 19, and therefore, denies the same.

20. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 20, and therefore, denies the same.

21. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 21, and therefore, denies the same.

22. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 22, and therefore, denies the same.

23. Trans Union admits that it is a "consumer reporting agency" as defined by the FCRA, 15 U.S.C. § 1681a(f).

FACTUAL ALLEGATIONS

24. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 24, and therefore, denies the same.

25. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 25, and therefore, denies the same.

26. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 26, and therefore, denies the same.

27. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 27, and therefore, denies the same.

28. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 28, and therefore, denies the same.

29. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 29, and therefore, denies the same.

30. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 30, and therefore, denies the same.

31. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 31, and therefore, denies the same.

32. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 32, and therefore, denies the same.

33. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 33, and therefore, denies the same.

34. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 34, and therefore, denies the same.

35. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 35, and therefore, denies the same.

36. Trans Union admits that on April 16, 2012, it received correspondence enclosing copies of a letter from Integrity Financial Partners, Inc., dated November 4, 2011, and correspondence from Midland Credit Management, dated February 9, 2012. To the extent not specifically admitted, Trans Union denies the remaining allegations contained in Paragraph 36 of Plaintiff's Complaint.

37. Trans Union admits that on April 16, 2012, it received correspondence enclosing copies of a letter from Integrity Financial Partners, Inc., dated November 4, 2011, and correspondence from Midland Credit Management, dated February 9, 2012. To the extent not specifically admitted, Trans Union denies the remaining allegations contained in Paragraph 37 of Plaintiff's Complaint.

38. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 38, and therefore, denies the same.

39. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 39, and therefore, denies the same. As to the remaining defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 39, and therefore, denies the same.

40. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 40, and therefore, denies the same.

41. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 41, and therefore, denies the same.

42. Trans Union denies the allegations contained in paragraph 42 of the Complaint. As to the remaining defendants, Trans Union is without information or knowledge sufficient to

form a belief as to the truth of the allegations contained in paragraph 42, and therefore, denies the same.

43. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 43, and therefore, denies the same.

44. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 44, and therefore, denies the same.

45. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 45, and therefore, denies the same.

46. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 46, and therefore, denies the same.

47. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 47, and therefore, denies the same.

48. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 48, and therefore, denies the same.

49. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 49, and therefore, denies the same.

50. Trans Union denies the allegations contained in paragraph 50 of the Complaint.

51. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 51, and therefore, denies the same.

52. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 52, and therefore, denies the same.

53. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 53, and therefore, denies the same.

54. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 54, and therefore, denies the same.

55. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 55, and therefore, denies the same.

56. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 56, and therefore, denies the same.

57. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 57, and therefore, denies the same.

58. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 58, and therefore, denies the same.

59. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 59, and therefore, denies the same.

60. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 60, and therefore, denies the same.

61. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 61, and therefore, denies the same.

62. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 62, and therefore, denies the same.

63. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 63, and therefore, denies the same.

64. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 64, and therefore, denies the same.

65. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 65, and therefore, denies the same.

66. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 66, and therefore, denies the same.

67. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 67, and therefore, denies the same.

68. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 68, and therefore, denies the same.

69. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 69, and therefore, denies the same.

70. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 70, and therefore, denies the same.

COUNT I – VIOLATION OF THE FCRA BY MIDLAND FUNDING

71. Trans Union restates and incorporates its responses to paragraphs 1 – 70.

72. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 72, and therefore, denies the same.

73. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 73, and therefore, denies the same.

74. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 74, and therefore, denies the same.

COUNT II – VIOLATION OF THE FDCPA BY MIDLAND FUNDING

75. Trans Union restates and incorporates its responses to paragraphs 1 – 74.

76. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 76, and therefore, denies the same.

77. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 77, and therefore, denies the same.

78. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 78, and therefore, denies the same.

COUNT III – VIOLATION OF THE FCRA BY MIDLAND CREDIT

79. Trans Union restates and incorporates its responses to paragraphs 1 – 78.

80. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 80, and therefore, denies the same.

81. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 81, and therefore, denies the same.

82. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 82, and therefore, denies the same.

COUNT IV – VIOLATION OF THE FDCPA BY MIDLAND CREDIT

83. Trans Union restates and incorporates its responses to paragraphs 1 – 82.

84. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 84, and therefore, denies the same.

85. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 85, and therefore, denies the same.

COUNT V – VIOLATION OF THE TEX. FIN. CODE BY MIDLAND FUNDING

86. Trans Union restates and incorporates its responses to paragraphs 1 – 85.

87. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 87, and therefore, denies the same.

88. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 88, and therefore, denies the same.

COUNT VI [SIC] – VIOLATION OF TEXAS FIN. CODE BY MIDLAND CREDIT

89. Trans Union restates and incorporates its responses to paragraphs 1 – 88.

90. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 90, and therefore, denies the same.

91. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 91, and therefore, denies the same.

**COUNT VII [SIC] – INVASION OF PRIVACY (INTRUSION ON SECLUSION)
BY MIDLAND CREDIT**

92. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 92, and therefore, denies the same.

COUNT VIII [SIC] – VIOLATION OF FCRA BY CITIFINANCIAL

93. Trans Union restates and incorporates its responses to paragraphs 1 – 92.

94. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 94, and therefore, denies the same.

95. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 95, and therefore, denies the same.

96. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 96, and therefore, denies the same.

COUNT IX [SIC] – VIOLATION OF FCRA BY EQUIFAX

97. Trans Union restates and incorporates its responses to paragraphs 1 – 96.

98. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 98, and therefore, denies the same.

99. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 99, and therefore, denies the same.

100. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 100, and therefore, denies the same.

COUNT X [SIC] – VIOLATION OF FCRA BY EXPERIAN

101. Trans Union restates and incorporates its responses to paragraphs 1 – 100.

102. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 102, and therefore, denies the same.

103. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 103, and therefore, denies the same.

104. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 104, and therefore, denies the same.

COUNT XI [SIC] – VIOLATION OF FCRA BY TRANS UNION

105. Trans Union restates and incorporates its responses to paragraphs 1 – 104.

106. Trans Union denies the allegations contained in paragraph 106 of the Complaint.

107. Trans Union denies the allegations contained in paragraph 107 of the Complaint.

108. Trans Union denies that Plaintiff suffered damage as a result of Trans Union's credit reporting practices. As to the other defendant, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 108.

RESPONDENT SUPERIOR

109. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 109, and therefore, denies the same.

110. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 110, and therefore, denies the same.

111. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 111, and therefore, denies the same.

112. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 112, and therefore, denies the same.

113. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 113, and therefore, denies the same.

114. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 114, and therefore, denies the same.

115. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 115, and therefore, denies the same.

116. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 116, and therefore, denies the same.

JURY TRIAL DEMAND

117. Trans Union admits that Plaintiff demands a trial by jury.

DEMAND FOR RELIEF

118. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 118, and therefore, denies the same.

119. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 119, and therefore, denies the same.

120. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 120, and therefore, denies the same.

121. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 121, and therefore, denies the same.

122. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 122, and therefore, denies the same.

123. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 123, and therefore, denies the same.

124. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 124, and therefore, denies the same.

125. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 125, and therefore, denies the same.

126. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 126, and therefore, denies the same.

127. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 127, and therefore, denies the same.

128. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 128, and therefore, denies the same.

129. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 129, and therefore, denies the same.

130. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 130, and therefore, denies the same.

131. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 131, and therefore, denies the same.

132. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 132, and therefore, denies the same.

133. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 133, and therefore, denies the same.

134. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 134, and therefore, denies the same.

135. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 135, and therefore, denies the same.

136. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 136, and therefore, denies the same.

137. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 137, and therefore, denies the same.

138. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 138, and therefore, denies the same.

139. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 139, and therefore, denies the same.

140. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 140, and therefore, denies the same.

141. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 141, and therefore, denies the same.

142. Trans Union denies the relief sought by Plaintiff in paragraph 142 of the Complaint.

143. Trans Union denies the relief sought by Plaintiff in paragraph 143 of the Complaint.

144. Trans Union denies the relief sought by Plaintiff in paragraph 144 of the Complaint.

145. Trans Union denies the relief sought by Plaintiff in paragraph 145 of the Complaint.

DEFENSES

146. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the Fair Credit Reporting Act and assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

147. Trans Union alleges that any alleged damages to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of Plaintiff or others, over whom Trans Union has no control and for whom Trans Union has no responsibility.

148. Trans Union, in compliance with the Fair Credit Reporting Act, reasonably and completely reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

149. Trans Union has not published any false, inaccurate or defamatory information to a third-party regarding Plaintiff and has not acted with negligence, malice, actual malice, or willful intent to injure.

150. Plaintiff failed to mitigate her alleged damages.

151. Plaintiff's claims for exemplary or punitive damages and the FCRA damage model violate the Due Process and Double Jeopardy Clauses of the Fifth Amendment, the Excessive Fines Clause of the Eighth Amendment, and the laws of the State of Texas.

152. Trans Union affirmatively pleads that it is entitled to attorney's fees in the event that the Court determines that the Plaintiff has filed an unsuccessful pleading, motion, or other

paper in connection with this action under Section 1681n or 1681o of the FCRA in bad faith or for purposes of harassment.

153. Any alleged damages to Plaintiff, which Trans Union continues to deny, were caused in whole or in part by an intervening or superseding cause.

154. Some or all of Plaintiff's claims against Trans Union are barred by the applicable statute of limitations.

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully requests that this Honorable Court deny the relief requested in Plaintiff's Complaint and Jury Demand, dismiss the action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including reasonable attorneys' fees, and for such other and further relief as the court deems just.

Respectfully submitted,



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Attorney for Defendant Trans Union LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 10th day of June, 2013, I filed the foregoing electronically through the CM/ECF system, which caused the following parties or counsel to be served by electronic means, as more fully reflected on the Notice of Electronic Filing:

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